UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DWAYNE COOPER,

Plaintiff,

-against-

THE CITY OF NEW YORK, DET JAMES MEEHAN, SGT. GREGORY MAROTTA, DET. "JOHN" JOHNSON, LT. "JOHN" HAMMOND, DET. "JOHN" GORMAN, P.O. "JOHN " BATTAGLIA, P.O. "JOHN" BONO, UNDERCOVER #3215, UNDERCOVER #1534 and P.O.s JOHN and JANE DOE #1-10,

Defendants.

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STIPULATION AND ORDER OF SETTLEMENT AND DISCONTINUANCE

CV 06-2139 (ENV)(KAM)

WHEREAS, plaintiff commenced this action by filing a complaint on or about May 9, 2006, alleging that certain of his federal rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff DWAYNE COOPER the sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) in full satisfaction of all claims, including claims for costs, expenses, and attorney fees. In consideration for the payment of this

sum, plaintiff agrees to the dismissal of all the claims against the named defendants, both served and unserved, the City of New York, James Meehan, Gregory Marotta, Douglas Gorman, Frank Battaglia, Alesio Bono, Undercover #3215, Undercover #1534, "Det. 'John' Johnson" and "Lt. 'John' Hammond," with prejudice, and to release all defendants, including the defendants named herein as "P.O.'s John and Jane Doe # 1-10," and any present or former employees or agents of the City of New York, and the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
January 30, 2007

Rose M. Weber, Esq.
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(212) 748-3355

By: Rose M Weber
Rose M. Weber (RW 0515)

MICHAEL A. CARDOZO
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(212) 788-0991

By: [signature]
Michael Chestnov (MC 0443)
Assistant Corporation Counsel

Clerk is directed to close this case.

JAN 31 2007

SO ORDERED:

s/Hon. Eric N. Vitaliano

HON. ERIC N. VITALIANO, U.S.D.J.